



CITY OF SAN JOSE
Environmental Services Department

REQUEST FOR PROPOSAL

***Consultant Services to Assist in Planning Land Use Issues at the San Jose/Santa Clara Water
Pollution Control Plant, including developing Alternatives for Use of Salt Pond A18***

MANDATORY PRE-PROPOSAL CONFERENCE:

Mandatory Pre-Proposal Conference on March 21, 2005 at 10:00 a.m.
Environmental Services Department offices, 777 N. First St., Third Floor Large Conference Room

PROPOSAL DUE DATE:
April 12, 2005 at 5:00 p.m.

TABLE OF CONTENTS

1. PROGRAM DESCRIPTION.....	2
A. Background.....	2
B. Overview of Scope of Services.....	3
C. Request for Modifications.....	3
D. Project Schedule.....	3
E. Budget Allowance and Compensation.....	4
F. Additional Requirements.....	4
2. PROPOSAL SUBMISSION REQUIREMENTS.....	4
A. Minimum Requirements.....	4
B. Detailed Management Plan.....	6
C. Pre-Proposal Conference.....	6
D. Non-Discrimination Preferential Treatment.....	7
E. Minority Business Enterprise and Women Business Enterprise (MBE/WBE) Participation....	7
F. City Business Tax.....	7
G. Insurance Coverage.....	7
3. PROPOSAL SELECTION CRITERIA.....	7
4. SUBMISSION OF PROPOSALS.....	8

ATTACHMENTS

Attachment A	Acknowledgement Form
Attachment B	Proposal Form
Attachment C	Proposer's Questionnaire
Attachment D	Exemplar Agreement (includes scope and insurance requirements)
Attachment E	A 18 Site Characteristics
Attachment F	Land Use Policy for San Jose/Santa Clara Water Pollution Control Plant lands and Map

1. PROGRAM DESCRIPTION

A. Background

The City of San Jose, Environmental Services Department (ESD) is requesting proposals from qualified consultant firms for land use planning, engineering design, and environmental review for the lands of the San Jose/Santa Clara Water Pollution Control Plant (Plant) and adjacent salt pond A18.

In October 2000, the San Jose City Council approved a policy entitled "Policy on Use of San Jose/Santa Clara Water Pollution Control Plant Lands," (Policy) to guide land use decisions on Plant lands (Attachment F). The Plant is owned jointly by the Cities of San Jose and Santa Clara. The Plant lands, comprising approximately 1760 acres in North San Jose, are administered by the City of San Jose's ESD on behalf of a joint powers authority. The Plant provides wastewater treatment services to the cities of San Jose, Santa Clara, Milpitas, Campbell, Cupertino, Los Gatos, Monte Sereno and Saratoga and includes the Burbank Sanitary District, Cupertino Sanitation District, Sunol Sanitary District, West Valley Sanitation District and County Sanitation District No. 2-3. The Plant serves approximately 1.32 million residents and a workforce of 700,000¹ at businesses, including many of the leading computer and electronics manufacturers that comprise "Silicon Valley."

The Plant's lands are comprised of lands used for current Plant facilities, expansion areas, and buffer lands. Buffer lands currently serve not only to buffer adjacent land uses from potential odors and safety hazards (e.g., chlorine and sulfur dioxide) but are used for reuse of recycled water to assist in limiting dry weather flows to the Bay and to minimize the Plant's impact on salt marsh endangered species habitat.

In the Policy, the highest priority land use for Plant lands is to support present and future operations of the Plant and NPDES permit compliance consistent with the General Plan and the Alviso Master Plan (the General Plan can be accessed through the San Jose Planning Department website <http://www.sanjoseca.gov/planning/gp/index.htm> and the Alviso Master plan is described at <http://www.sanjoseca.gov/planning/sigdoc.htm>). The Policy also establishes criteria for the use of Plant buffer lands.

It has now been determined that a more comprehensive planning process for the Plant lands, similar to a master plan or specific area plan that can be linked to the General Plan, is desirable.

In June 2003, the San Jose City Council approved the City's purchase of salt pond A18 as additional buffer land for the Plant. A18 is an 856-acre parcel immediately North of the existing Plant lands and is adjacent to other salt ponds in the South Bay. While the purchase of Pond A18 has not yet been finalized, the City is interested in developing alternatives for potential future uses of pond A18 and the integration of this property with the overall operations of the Plant and potentially the ongoing salt pond restoration effort, as appropriate. A summary of site characteristics for A18 is attached (Attachment E).

¹ Source: ABAG Projections 2000.

The City seeks the services of one or more qualified land use planning, engineering design and wetlands restoration firm(s) to support the City's planning process for Plant lands and A18, including the development of a master plan/specific plan for the Plant, development of alternatives for the City's use of pond A18, the identification of environmental permitting requirements for the identified alternative(s) and the preparation of environmental review document(s) required for Plan approval. Proposers must demonstrate that they have the necessary expertise and background required. As well as demonstrating the qualifications of the Consultant, the proposals will also describe the way in which the Consultant(s) will accomplish the Scope of Work.

B. Overview of Scope of Services

In general, the scope of services shall include the following tasks (see Attachment D Exhibit A for more detailed tasks):

- Plant Land Use Planning: Define Issues and collect information, prepare GIS maps, analyze data, develop schedule, develop master plan and action plan.
- A18 Planning: broad design alternatives development, list of issues, support discharge permit requirements for planning potential uses.
- Support design of public participation/stakeholder process.
- Support environmental review/CEQA.
- Additional related services as specified by the City.

The proposal shall describe how each of the above tasks will be accomplished.

The proposer shall include a rate sheet describing hourly costs and any other fixed price services relative to the proposed work.

C. Request for Modifications

No request for modifications of the provisions of a statement presented in a proposal shall be considered after its submission on the grounds that the proposer was not fully informed as to the fact or condition.

Questions regarding the RFP will be answered at the mandatory pre-proposal conference. (See Section 3C.)

D. Project Schedule

The Agreement that is anticipated to result from this RFP will be for a term of four (4) years. The City of San Jose retains the option to extend the contract for one additional year if deemed necessary to continue the subject work.

E. Budget Allowance and Compensation

A budgetary allowance not to exceed \$300,000 has been established for the consulting services and related expenses specified herein. The final fee amount is subject to negotiations, and the fee may be revised at the discretion of the Director of the Environmental Services Department.

Since the projects or services will be on an as-needed basis, fee will be negotiated for each project. The selected Consultant's negotiated total fee shall be stated in the Agreement on a not-to-exceed basis and shall include the total payment for professional services, including reimbursable expenses, additional services, supplies, materials, and equipment.

Consultant shall submit a rate schedule of the employees and any subconsultants with the proposal.

F. Additional Requirements

The Proposer shall have and maintain all required certifications and licenses related to this work including, but not limited to, a Professional Engineers license in the state of California.

2. PROPOSAL SUBMISSION REQUIREMENTS

This section describes the requirements for submission of a proposal.

Summary of requirements

- A. Minimum requirements
- B. Management plan in the proposal
- C. Mandatory Pre-proposal conference
- D. Non-Discriminatory/Preferential Treatment
- E. City Business Tax
- F. Insurance Requirements

A. Minimum Requirements

Proposals that do not meet the following minimum requirements shall be deemed non-responsive and will not be considered.

- 1) Demonstration of Consultant's expertise in the full range of technical, planning, and regulatory disciplines and capabilities associated with supporting land use planning projects for Plant lands and A18:
 - Demonstrated experience in land use planning and environmental review/CEQA compliance
 - Demonstrated experience in biosolid drying bed design and engineering
 - Demonstrated knowledge of biology, including specific knowledge of South San Francisco Bay
 - Demonstrated experience in ecological/restoration design for estuarine environments (riparian, fresh, brackish, and salt marsh)

- Knowledge of Habitat Goals project and the federal/state South Bay Salt Pond restoration project and interim stewardship plan
- Demonstrated experience in hydrodynamic modeling for wetland and flood management, geomorphology, sediment dynamics
- Demonstrated experience in geotechnical engineering and levee design
- Demonstrated knowledge of regulatory issues and environmental review process
- Knowledge of sediment reuse for wetlands design
- Knowledge of vector control issues
- Knowledge of beneficial reuse of reclaimed water for habitat improvement
- Knowledge of water and sediment quality issues
- Demonstrated experience in developing effective monitoring and science plans for restoration alternatives
- Demonstrated experience in developing a public participation/stakeholder process to solicit input on land use planning issues
- Demonstrated knowledge of ESRI GIS software suite (ArcGIS 9: ArcInfo, ArcEditor, ArcView, ArcObjects, ArcIMS, and related extensions)
- Demonstrated knowledge and experience with all permitting agencies that would likely be involved

2) Demonstration of Consultant's ability to execute tasks and coordinate workload to meet the City's needs.

All project descriptions should include the name of the project, location, and a brief description as well as a reference contact name, including phone number and address.

The City will **not** accept a proposal if:

- The proposer is not registered or authorized to do business in California
- Any of the RFP forms are not submitted, left blank or are materially altered; or
- Any document or item necessary to the proposal is incomplete, improperly executed, indefinite, ambiguous, or is missing.

Additionally, factors such as, but not limited to, the following may also disqualify a proposer without further consideration:

- Evidence of collusion among proposers;
- Any attempt to improperly influence any member of the Evaluation Panel;

A proposer's default under any type of agreement which resulted in the termination of that agreement; or

- Existence of any unresolved claim or litigation between proposer and the City.

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications.

B. Detailed Management Plan

- 1) Proposer should describe the functional and/or organizational structure of overall project management.
- 2) Describe the staffing plan the proposer intends to employ in order to provide the required services. Include any relevant qualifications and experience of staff that will be used to provide the services.
- 3) Outline background, past experience and organizational qualifications that enable proposer to provide the required services.
- 4) Describe the technical approach for providing all the services included in this RFP.
- 5) Any innovative management methods to increase effectiveness of the operation should be described, as well as their projected value to the overall operation.
- 6) Proposer shall provide the specific tasks needed/recommended to address the scope of work.

The recommended tasks may be incorporated into the consultant agreement. The City reserves the right to use and modify any part of the proposals submitted.

The Management Plan should describe the way in which the Consultant will accomplish the Scope of Work.

C. Pre-Proposal Conference

A mandatory pre-proposal conference will be conducted at City offices on March 21, 2005 from 10 a.m. to Noon. Respondents interested in attending are required to RSVP by fax (408) 277-3606 no later than **12:00 p.m. on March 21 using the acknowledgment form (see Attachment A).** Attendees should report to 777 N. First Street at the third floor Environmental Services Department lobby (directly across from the elevators). Attendees are encouraged to allow time for parking.

The purpose of this conference is to review the RFP, provide clarification and respond to questions.

ALL POTENTIAL PROPOSERS ARE REQUIRED TO ATTEND THIS CONFERENCE. Failure of proposer to attend this conference will result in rejection of proposer's proposal(s) without further consideration.

Oral responses given at the conference are not binding on the City. Only responses and clarification issued via a written addendum shall be binding to the City.

D. Non-Discrimination/Preferential Treatment

The successful Proposer shall fully comply with Chapter 4.08 of the San Jose Municipal Code and shall not discriminate against or grant preferential treatment to any sub-consultant on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity or national origin in the performance of City of San Jose contracts. Any Proposer who so discriminates or gives preferences shall be deemed not to be a responsible Proposer in accordance with City of San Jose Charter Section 1217.

E. Minority Business Enterprise and Women Business Enterprise (MBE/WBE) Participation

The City of San Jose encourages prime Proposers to consider utilization of subcontractors and to provide MBE/WBE subcontractors with a full and fair opportunity to submit proposals to participate on this contract. Prime Proposers are encouraged to use the “suggested voluntary outreach efforts.”

Suggested Voluntary Outreach Efforts

Outreach efforts are voluntary outreach efforts made by the prime Proposer to obtain MBE/WBE participation on the contract. The following list of examples of outreach efforts is not exclusive or exhaustive. Other outreach efforts may also be effective.

- 1) Identify appropriate subcontractor opportunities.
- 2) Send written solicitations to all potential contractors including certified MBW/WBEs licensed or reputed to be qualified to provide the identified service before interviews or proposal are due regarding the proposal and providing information about the requirements for the project and for the identified service.
- 3) Follow-up on initial solicitations to all potential consultants including interested minority and women-owned businesses to determine interest.

F. City Business Tax

The Successful Proposer will be required to provide proof of payment of City Business Tax prior to contract award. Contact Finance/Treasury at (408) 277-5051 to determine costs.

G. Insurance coverage

Insurance coverage must be provided by the selected Proposer at his/her own expense for Commercial General Liability, Automobile Liability, Workers' Compensation and Professional Liability Errors and Omissions. For more details see Exhibit D – Insurance Requirements.

3. PROPOSAL SELECTION CRITERIA

Proposals from interested firms will be evaluated on the basis of:

- The capabilities and expertise of the contractor(s)
- Quality of the proposed management structure and approach
- The contractor's past experience with similar projects
- Qualifications of the assigned project team
- Capacity of the contractor to perform the service
- Past service record of the contractor, including performing projects within budget and schedule
- References

City of San Jose staff will review all responses to the RFP and evaluate them against the selection criteria. A list of candidates, determined by City staff to be the most qualified, will be selected for interviews. A selection panel will schedule and conduct the interviews, rate the candidates, and select a firm.

4. SUBMISSION OF PROPOSALS

A. Invitation to Submit a Proposal – Due Date April 12, 2005

A proposal shall be submitted no later than 5:00 p.m. (PST)

To: Kirsten Struve
 City of San Jose
 ESD – Policy and Planning
 777 North First St., Suite 300
 San Jose, CA 95112
 Phone: 408-277-4512

One original and 5 copies of the proposal shall be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked **“RFP Proposal for: Plant Land Use Planning”**. Any proposal received after the due date and time cannot be accepted and will be rejected and returned to the proposer unopened. Therefore, the envelope must also have a return address on the outside.

The body of the proposal, excluding appendices should not exceed 30 pages. Extensive complex analytical work that would otherwise be performed during the course of work for the project should not be included.

The cover letter should not exceed two pages. Resumes for the proposed project and subconsulting teams, if any, should be provided as an appendix.

NOTE: Successful proposer may be required to submit a copy of their proposal and all supplemental material as a Word file.

B. Consequence of Submission of Proposal

- 1) The RFP does not commit the City to pay any costs incurred in the submission of a proposal or in making any necessary studies or designs for the preparation thereof, nor the purchase or contract for the services.
- 2) After acceptance of the successful proposal by the City, the City and the successful proposer shall be obligated to enter into an agreement consistent with the proposal submitted.
- 3) Should the successful proposer fail to execute the agreement, the City shall have the right to seek legal remedies against the proposer, including damages and shall have the right to award to the next responsive proposer.
- 4) Statistical information contained in this RFP is for informational purposes only. The City shall not be responsible for the complete accuracy of any data provided in the RFP.

C. Acceptance or Rejection of Proposal

The City reserves the right to accept or reject any item or group(s) of items of a proposal. The City also reserves the right to waive any minor informality or irregularity in any proposal. Additionally, the City may, for any reason, decide not to award an Agreement as a result of this RFP.

The Agreement will be subject to approval by the San José City Council.

D. Public Record – Proposals Become Property of the City

Responses to this RFP become the exclusive property of the City. At such time as the Environmental Services Department recommends a proposer to the City Council, all proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the proposer as business or trade secrets and plainly marked as “Confidential,” “Trade Secret,” or “Proprietary.” The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as “Confidential,” “Trade Secret,” or “Proprietary” or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal “Confidential,” “Trade Secret,” or “Proprietary,” shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of San Jose may not be in a position to establish that the information that a proposer submits is a trade secret. If a request is made for information marked “Confidential,” “Trade Secret,” or “Proprietary”, the City will provide the proposer who submitted the information with reasonable notice to allow the proposer to seek protection from disclosure by a court of competent jurisdiction.

E. Instructions to Proposers

These instructions outline the guidelines governing the format and content of the proposal and the approach to be used in its development and presentation. Only that information which is essential to an understanding and evaluation of the proposal should be submitted.

A proposal and all attachments shall be in English and complete and free of ambiguities, alterations, and erasures. A duly authorized officer or agent of proposer shall execute it. In the event of conflict between words and numerals, the words shall prevail.

The following shall be included with the proposal:

- 1) **Attachment B:** Proposal Form Regarding Consultant Contact Information - Completed and fully executed
- 2) **Attachment C:** Proposer's Questionnaire - Completed and fully executed
- 3) **Examples of relevant work**
- 4) **Rate sheets for consultant team**
- 5) **Detailed Management Plan and Approach** (See Section 2B – Requirements)
- 6) **Additional information:** Any other relevant information that supports the proposal.

The anticipated timeframe for Consultant selection follows:

March 7	Consultant RFP Release Date
March 14	Acknowledgment Form due (Attachment A)
March 21	Pre-Proposal Conference
April 12	Proposals Due
April/May	Oral interviews (if necessary)
May	Selection Completed
June	Final Contract Approval

ATTACHMENT A
ACKNOWLEDGMENT FORM

Land Use Planning

Date:	<hr/>
Company Name:	<hr/>
Address:	<hr/>
	<hr/>
Telephone No.:	<hr/>
Fax No.:	<hr/>
Representative:	<hr/>
Title:	<hr/>

We are in receipt of the subject solicitation and anticipate the following course of action:

- ☐ YES, our firm intends to submit a proposal and attend the Pre-proposal conference.
- ☐ NO, thank you, but at this time we are not intending to submit proposals on this solicitation. Please retain our firm on your list of qualified proposers for future solicitation.

Acknowledgment Form is to be received by the City by mail or fax at the earliest convenience up to 4:00 p.m. on [Monday, March 14, 2005](#), at the address (or fax #) given below:

Attention:

**Kirsten Struve
Environmental Services Department
777 N. First, Suite 300
San Jose, CA 95112
Fax: 408-277-3606**

ATTACHMENT B

PROPOSAL FORM

Proposer

Name: _____

Address: _____

Telephone: _____

Facsimile: _____

Contact person, title, telephone and fax number: _____

PROPOSAL FORM
(Continued)

PROPOSER'S REPRESENTATIONS

Proposer understands, agrees, and warrants:

1. That Proposer has carefully read and fully understands the information that was provided by the City to serve as the basis for submission of this proposal to provide consulting services for land use planning.
2. That Proposer has the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
3. That all information contained in the proposal is true and correct to the best of Proposer's knowledge.
4. That Proposer did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms, or conditions of this proposal.
5. That proposer did not receive unauthorized information from: Any City staff member or any other consultant to the City during the Proposal period except as provided for in the Request for Proposal package, addenda thereto, or the pre-proposal conference.
6. That by submission of this proposal, the Proposer acknowledges that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the City permission to make said inquiries, and to provide any and all requested documentation in a timely manner.

PROPOSER'S SIGNATURE

No Proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and that they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

1. If Proposer is an INDIVIDUAL, sign here (include a notarized affidavit attesting to the authenticity of said signature):

Date _____

Proposer's Signature

Proposer's Typed Name and Title

2. If Proposer is a PARTNERSHIP or JOINT VENTURE, at least two (2) Partners or each of the Joint Venturers shall sign here (include a notarized affidavit attesting to the authenticity of said signatures):

PROPOSAL FORM
(Continued)

Date: _____	_____ Partnership or Joint Venture Name (type or print)
Date _____	By: _____ Member of the Partnership or Joint Venture (signature)
	By: _____ Member of the Partnership or Joint Venture (signature)

3. If Proposer is a CORPORATION, the duly authorized officer(s) shall sign as follows:

The undersigned certify that they are respectively:

_____ and _____		_____
Title		Title

of the corporation named below; that they are designated to sign this Proposal Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

	_____ Corporation Name (type or print)	
By: _____		Date: _____
Title: _____		
By: _____		Date: _____
Title: _____		

ATTACHMENT C

PROPOSER'S QUESTIONNAIRE

All information requested in the Questionnaire shall be furnished by the proposer, and shall be submitted with the proposal. Statements shall be complete and accurate and in the form requested. Omission, inaccuracy or misstatement may be cause for the rejection of a proposal.

1. Name of proposer exactly as it is to appear on a management services agreement and address which proposer would designate under the Notice provision of the agreement:

2. Proposer, if selected, intends to carry on the business as Individual (), Partnership (), Joint Venture (), Corporation (), Other (): If "Other" attach explanation.

3. If a partnership or joint venture, attach a copy of the partnership agreement or joint venture agreement and identify the participants:

A.	NAME	ADDRESS	SHARE
	<hr/>	<hr/>	<hr/>
	<hr/>	<hr/>	<hr/>
	<hr/>	<hr/>	<hr/>

B. Date of Organization: _____

C. General or Limited Partnership: _____
(if applicable)

D. Agreement Recorded: _____
County State Date

E. When registered in California? _____

PROPOSER'S QUESTIONNAIRE
(Continued)

4. If a corporation, answer the following:

A. When incorporated? _____

B. In what state? _____

C. When authorized to do business in California? _____

D. Name, address, years in the corporation, and percentage of stock held by the following officers:

President: _____ Years: _____ Stock %: _____

Vice President: _____ Years: _____ Stock %: _____

Secretary: _____ Years: _____ Stock %: _____

Treasurer: _____ Years: _____ Stock %: _____

Other: _____ Years: _____ Stock %: _____

E. Name, address and percentage of stock held by each Member of the Board of Directors:

Chairman: _____ Stock %: _____

Member: _____ Stock %: _____

Member: _____ Stock %: _____

Member: _____ Stock %: _____

PROPOSER'S QUESTIONNAIRE
(Continued)

- F. Name, address and shares of stock held by other principal stockholders: (A Principal Stockholder is defined as a stockholder who holds 10% or more of standing stock of the corporation).

Total capitalization: \$_____

Amount of capital stock subscribed: \$_____

Amount paid in: \$_____

5. Have you ever had a bond or surety denied, canceled, or forfeited?

YES () NO () If yes, state name of bonding company, date, amount of bond and reason for such cancellation or forfeiture in an attached statement.

6. Have you ever declared bankruptcy or been declared bankrupt?

YES () NO () If yes, state date, court jurisdiction, docket number, amount of liabilities and amount of assets.

7. Have any agreements held by you for similar planning efforts ever been canceled?

YES () NO () If yes, give details.

8. Have you ever been sued by any other jurisdiction or contractor for issues pertaining to fee payment, performance, or other issues relating to land use planning work?

YES () NO () If yes, give details.

9. Are you currently engaged in merger or acquisition negotiations, or do you anticipate entering into merger or acquisition negotiations within the time period of this Request for Proposals?

YES () NO () If yes, give details. Attach copy of such agreement(s).

PROPOSER'S QUESTIONNAIRE
(Continued)

10. Are you now engaged in any litigation which does now or could in the future affect your ability to pay fees or perform under the Agreement?

YES () NO () If yes, give details.

11. What is the duration and extent of your experience in similar land use planning efforts? Experience must reflect local office as well as overall organization's experience (i.e., if your local office is part of a larger group, nationwide).
12. Submit at least three (3) persons, firms and/or governmental bodies, with whom you currently have arrangements or agreements for similar efforts. Provide contact person's name and telephone number.
13. Submit at least three (3) persons, firms and/or governmental bodies with whom you have had arrangements or agreements that are now canceled (organizations that are no longer active customers of your firm). Provide contact person's name and phone number for each organization.
14. State number of persons employed by you who are engaged in land use planning efforts. Indicate what percentage of these employees are employed locally and what percentage of those employees would directly service an account resulting from this request for proposal. Of the employees indicated, what percentage are management and what percentage are operational?
15. References: Give names, addresses and telephone numbers of at least three (3) business references, including at least one from banking sources, regarding the proposer's work.
16. Successful proposer will extend contract prices as quoted herein to other Government Agencies:

PLEASE SPECIFY: YES () NO ()

PROPOSER'S QUESTIONNAIRE
(Continued)

The undersigned hereby declares under penalty of perjury that all statements, answers and representations made in this questionnaire are true and accurate, including all supplementary statements hereto attached. In the case of a corporate proposer, the signature of one duly authorized representative is sufficient.

Signature

(Please Print or Type name)

Title

Signature

(Please Print or Type Name)

Title

ATTACHMENT D

AGREEMENT BETWEEN THE CITY OF SAN JOSE AND _____

This Agreement is entered into as of _____ between the City of San José, a municipal corporation (“City”), and _____ (“Consultant”).

R E C I T A L S

1. City has issued a Request for Proposal ("RFP") for Consultant Services For Land Use Planning at the San Jose/Santa Clara Water Pollution Control Plant.
2. Consultant has the necessary expertise and skill to perform such services, and Consultant's proposal can best meet City's needs.
3. The purpose of this Agreement is to retain Consultant to perform those services specified in Section _____ of this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Consultant shall consist of this Agreement including:

Exhibit A	Scope of Services
Exhibit B	Schedule of Performance (<i>if applicable</i>)
Exhibit B-1 ...	Notice of Exercise of Option (<i>form</i>)
Exhibit C	Compensation
Exhibit D	Insurance Requirements

In the event any discrepancies or inconsistencies between the provisions of this Agreement and any of the above-referenced documents arise, the provisions of this Agreement will prevail.

This Agreement and the Exhibits set forth above contain all of the agreements, representations and understandings of the parties hereto, and supersede and replace any previous understandings, commitments, or agreements, whether oral or written.

SCOPE OF SERVICES

Consultant shall perform those services specified in detail in the attached Exhibit A, entitled "Scope of Services." In addition to other remedies available to City, City may require CONSULTANT to

promptly reperform any services not meeting the standard of professional services detailed in Exhibit A, in which case Consultant shall do so without additional compensation. Consultant shall not start on any of the services listed in Exhibit A, prior to receipt of Notice to Proceed from City.

TERM OF AGREEMENT

The term of this Agreement shall be for four (4) consecutive years commencing on the date of execution by CITY.

SCHEDULE OF PERFORMANCE

Consultant's services must be completed according to the schedule set out in the attached Exhibit B, entitled "Schedule of Performance." Time is of the essence in this Agreement.

COMPENSATION

City shall pay Consultant according to the provisions of the attached Exhibit C, entitled "Compensation."

TAXES AND CHARGES

Consultant shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of Consultant's business.

TERMINATION

A. Termination for Convenience

City shall have the right to terminate this Agreement, without cause, by giving not less than thirty (30) days' written notice of termination.

B. Termination for Default

If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice.

C. Termination Authority

The Director of Environmental Services ("Director") is empowered to terminate this Agreement on behalf of City.

D. Consequences of Termination

In the event of termination, Consultant shall deliver to City copies of all reports, documents, and other work performed by Consultant under this Agreement.

INDEMNIFICATION

Consultant shall defend, indemnify and hold harmless City, its officers, employees and agents against any claim, loss or liability arising out of or resulting in any way from work performed under this Agreement due to the willful or negligent acts (active or passive) or omissions by Consultant's officers, employees or agents. The acceptance of said services and duties by City should not operate as a waiver of such right of indemnification.

INSURANCE REQUIREMENTS

Consultant agrees to have and maintain the policies set forth in Exhibit D, entitled "Insurance Requirements," which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the Director of Finance or the Director's authorized designee ("Risk Manager") as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. Consultant agrees to provide City with a copy of said policies, certificates and/or endorsements before work commences under this Agreement.

WAIVER

Consultant agrees that City's waiver of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver of any other provision or a waiver of any subsequent breach or violation of the same or any other provision. City's acceptance of the performance of any of Consultant's services will not be a waiver of any provision of this Agreement.

INDEPENDENT CONTRACTOR

Consultant, in the performance of this Agreement, is an independent contractor. Consultant shall maintain complete control over all of Consultant's employees, any subcontracting subcontractors, and Consultant's operations. Neither Consultant nor any person retained by Consultant may represent, act, or purport to act as the agent, representative or employee of City. Neither Consultant nor City is granted any right or authority to assume or create any obligation on behalf of the other.

COMPLIANCE WITH LAWS

Consultant shall comply with all applicable laws, ordinances, codes and regulations (collectively, "laws") of the federal, state and local governments, including without limitation, any and all laws specified elsewhere in this Agreement.

CONFLICT OF INTEREST

Consultant shall avoid all conflict of interest or the appearance of conflict of interest in performance of this Agreement.

NON-DISCRIMINATION

A. No Discrimination/Preferential Treatment

CONSULTANT shall not discriminate against or grant preferential treatment to any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity or national origin.

This provision is applicable to recruiting, hiring, demotion, layoff, termination, compensation, fringe benefits, advancement, training, apprenticeship and other terms, conditions, or privileges of employment, subcontracting and purchasing.

Nothing herein shall be interpreted as precluding any reasonable accommodation provided to any person with a disability.

B. Compliance Reports

If directed by the Compliance Officer of the CITY, CONSULTANT shall file, and cause any subcontractor to file, compliance reports with the Compliance Officer. Compliance reports shall be in the form and filed at such times as may be designated by the Compliance Officer. Compliance reports shall contain such information and be supported by such data or records as may be requested by the Compliance Officer to determine whether CONSULTANT or its subcontractor is complying with the nondiscrimination and nonpreference provisions of this AGREEMENT and Chapter 4.08 of the Municipal Code.

C. Failure to Comply With Nondiscrimination Provisions.

If the Compliance Officer determines that the CONSULTANT has not complied with the nondiscrimination or nonpreference provisions of this AGREEMENT, the CITY may terminate or suspend this AGREEMENT, in whole or in part. Failure to comply with these provisions may also subject CONSULTANT and/or subconsultant to debarment proceedings pursuant to provisions of the San Jose Municipal Code. Failure to comply with these provisions is a violation of Chapter 4.08 of the San Jose Municipal Code and is a misdemeanor.

D. Waiver of Nondiscrimination Provisions

The nondiscrimination provisions of this Agreement may be waived by the Compliance Officer, if the Compliance Officer determines that the Consultant has its own nondiscrimination requirements or is bound in the performance of this Agreement by the nondiscrimination requirements of another governmental agency, and the nondiscrimination provisions of the Consultant or other governmental agency are substantially the same as those imposed by the City.

PREVAILING WAGES

Consultant shall pay, or cause to be paid, prevailing wages, as required by Labor Code Section 1770 et. seq., for all labor performed on the City sites to facilitate the professional services under this Agreement,

and for construction labor performed to facilitate professional services provided under this Agreement, including, but not limited to, drilling, trenching, surveying and excavation.

GIFTS

A. Prohibition on Gifts

Consultant acknowledges that Chapter 12.08 of the San Jose Municipal Code prohibits City's officers and designated employees from accepting gifts as defined in Chapter 12.08.

B. No Offer

Consultant agrees not to offer any City officer or designated employee any gift prohibited by Chapter 12.08.

C. Breach of Agreement

Consultant's offer or giving of any gift prohibited by Chapter 12.08 will constitute a material breach of this Agreement. In addition to any other remedies City may have in law or equity, City may terminate this Agreement for such breach as provided in Section _____ of this Agreement.

DISQUALIFICATION OF FORMER EMPLOYEES

Consultant is familiar with Chapter 12.10 of the San Jose Municipal Code ("Revolving Door Ordinance") relating to the disqualification of City's former officers and employees in matters, which are connected with their former duties or official responsibilities. Consultant shall not utilize either directly or indirectly any officer, employee, or agent of Consultant to perform services under this Agreement, if in the performance of such services, the officer, employee, or agent would be in violation of the Revolving Door Ordinance.

CONFIDENTIAL INFORMATION

All data, documents, discussions or other information developed or received by or for Consultant in performance of this Agreement are confidential and must not be disclosed to any person except as authorized by City, or as required by law.

OWNERSHIP OF MATERIALS

All reports, documents or other materials developed or discovered by Consultant or any other person engaged directly or indirectly by Consultant to perform Consultant's services are City's property without restriction or limitation upon their use.

CONSULTANT'S BOOKS AND RECORDS

A. Maintenance During Term

Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other documents evidencing or relating to charges for services, or expenditures and

disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement.

B. Maintenance After Term

Consultant shall maintain all documents which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Inspection

Any documents required to be maintained pursuant to this Agreement must be made available for inspection or audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Consultant shall provide copies of such documents to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

D. Custody of Records

Where City has reason to believe that any of Consultant's documents relating to this Agreement may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the Consultant's documents be given to City and that these documents be maintained in City Hall. City agrees to grant access to Consultant's documents to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

ASSIGNABILITY

The parties agree that the expertise and experience of Consultant are material considerations for this Agreement. Unless specifically authorized by this Agreement, Consultant may not assign the performance of any obligation or interest under this Agreement without the prior written consent of City. Any attempt by Consultant to assign this Agreement, in violation of this Section, will be void at City's sole option.

SUBCONTRACTORS

Choose one of the following based upon the provisions of the RFP or Quote:

Consultant may not use subcontractors to perform any services authorized under this Agreement.

(OR)

Authorized Subcontractors

Notwithstanding Section _____ above, Consultant may use designated subcontractors approved in advance by City in performing Consultant's services. Consultant must obtain City's prior written consent

in order to change or add subcontractors. Consultant shall be responsible for directing the work of the approved subcontractors and for any compensation due to subcontractors. City assumes no responsibility whatsoever concerning such compensation.

Compliance with Agreement

Consultant shall ensure that Consultant's subcontractors comply with this Agreement. At City's request, Consultant shall require any or all of Consultant's subcontractors to sign an agreement with Consultant requiring compliance with this Agreement. Consultant shall include provisions related to non-discrimination/preferential treatment and prevailing wages in any entered into in furtherance of this Agreement.

GOVERNING LAW

This Agreement must be construed -- and its performance enforced--under California law.

VENUE

In the event that suit is brought by either party to this Agreement, the parties agree that venue must be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

NOTICES

All notices and other communications required or permitted to be given under this Agreement must be in writing and must be personally served, or mailed, postage prepaid via U. S. mail, or sent via courier service, addressed to the respective parties as follows:

To City:

To Consultant:

Notice will be effective on the date personally delivered or if sent by courier service, on the date of receipt. If mailed, notice will be effective three (3) days after deposit in the mail.

The parties may change their respective addresses in accordance with the provisions of this Section.

MISCELLANEOUS

A. Survival of Provisions

If any part of this Agreement is for any reason found to be unenforceable, all other parts nevertheless remain enforceable.

B. Assignment

Subject to the provisions of Section _____, this Agreement binds and inures to the benefit of the parties and their respective successors and assigns.

C. Headings

The headings of the sections and exhibits of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and are not to be used in its construction.

D. Authority of City Manager

Where this Agreement requires or permits City to act and no officer of the City is specified, City's Manager or the designated representative of City's Manager has the authority to act on City's behalf.

APPROVED AS TO FORM:

City of San José,
a municipal corporation

Senior Deputy City Attorney

By _____
Name:
Title:

Consultant,

By _____
Name:
Title:

EXHIBIT A

SCOPE OF SERVICES

CONSULTANT shall support the CITY's planning effort for Plant lands and A18. The services will include but are not limited to:

- Plant Land Use Master Planning:
 - Define issues and collect information: Review of existing information on current status of Plant lands, existing proposals for use of buffer lands, operational needs, current uses of adjacent properties, and significant habitat issues. Identify opportunities and assess land uses to determine physical condition and adaptability for future use.
 - Assist in the preparation or update of GIS maps that summarize information gathered
 - Analyze data and prepare report: Based on information gathered, analyze the physical, environmental, and economic issues, including cost/benefit analysis of potential alternatives.
 - Assist the City in developing a schedule for the planning process.
 - Review existing and potential land uses, including farming, biosolids and recycled water application, burrowing owl habitat, soil storage and make recommendations to assist the City in developing a master plan that will include:
 - A comprehensive long-term plan comprising an integrated, internally consistent and compatible statement of the official land use policy of the San Jose/Santa Clara Water Pollution Control Plant as part of the San Jose General Plan.
 - An adopted statement of policy for the physical development of the Plant within the community including planning for long-term infrastructure needs.
 - A legally recognized and binding template for making land use decisions on Plant lands in the future, requiring all development to be consistent with the City of San Jose's General Plan.
- A18 Planning:
 - Development of broad design alternatives including drawings, GIS maps, and presentations for potential uses of the property that are consistent with overall masterplan for the Plant.
 - Land uses reviewed shall, at a minimum, include potential reconfiguration of residual sludge management area, riparian and tidal marsh restoration, use of effluent/recycled water, improved flood control, potential for mitigation credit.
 - Preparation of a list of issues that must be considered for implementing the alternatives (regulatory, permitting, design limitations, cost, long-term management, monitoring etc.)
 - Support preparation of status report to the Regional Water Quality Control Board. The status report is a requirement of the discharge permit for A18 and must describe the status of the planning effort, timeline for implementation, and how potential uses protect water quality and beneficial uses.
- Support design of a public participation/stakeholder process to obtain input into planning efforts.
- Support Environmental Review process for Plant Masterplan and A18, including preparation of environmental review documents in accordance with CEQA.

- Additional Services as assigned and specifically authorized by the City based on Development of specific task orders, including budgets, timelines, and deliverables responding to City requests.

EXHIBIT B

SCHEDULE OF PERFORMANCE

Work shall commence upon issuance of Notice to proceed by City. All work shall be completed within four (4) years of the date of execution of the Agreement by City. Additional detail concerning the Schedule of Performance will be based on the submitted proposal.

EXHIBIT C

COMPENSATION

The maximum amount of compensation to be paid to Consultant under this Agreement, including payment for professional service, reimbursable [and sub-consultant] costs and, shall not exceed Three Hundred Thousand dollars (\$300,000).

Any hours worked or amount expended by Consultant in excess of Three Hundred Thousand dollars (\$300,000) in performing the services required by this Agreement shall be at no cost to CITY.

EXHIBIT D

INSURANCE REQUIREMENTS

Consultant, at Consultant's sole cost and expense, shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by Consultant, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage described in Insurance Services Office Form Number GL 0002 (Ed. 1/96) covering Commercial General Liability together with Insurance Services Office Form Number GL 0404 covering Broad Form Comprehensive General Liability; or that described in Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001 Ed. 01/96;
2. The coverage described in Insurance Services Office Form Number CA 0001 (Ed. 12/93) covering Automobile Liability, Code 1 "any auto", or Code 2 "owned autos" and Endorsement CA 0025. Coverage shall also include Code 8 "hired autos" and Code 9 "non-owned autos"; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage;
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$100,000 per accident.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by City's Risk Manager. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, employees, agents and contractors; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages
 - a. Insured. The City of San Jose, its officers, employees, agents and contractors are to be covered as additional insured as respects: Liability arising out of activities performed by or on behalf of, Consultant; products and completed operations of Consultant; premises owned, leased or used by Consultant; and automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, agents and contractors.
 - b. Contribution Not Required. Consultant's insurance coverage shall be primary insurance as respects City, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by City, its officers, employees, agents or contractors shall be in excess of Consultant's insurance and shall not contribute with it.
 - c. Provisions Regarding the Insured's Duties After Accident or Loss. Any failure to comply with reporting provisions of the policies by Consultant shall not affect coverage provided CITY, its officers, employees, agents, or contractors.
 - d. Coverage. Coverage shall state that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. All Coverages

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to City.

E. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to City's Risk Manager.

F. Verification of Coverage

Consultant shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the Risk Manager:

CITY OF SAN JOSE
Department of Finance
Debt & Risk Management Division
801 N. First Street, Room 110
San Jose, CA 95110

G. Subcontractors

Consultant shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor.

Attachment E

Pond A18 Characteristics

Site Characteristics and Results of Environmental Assessment for Pond A18

The following summarizes the site characteristics of pond A18 and results of an environmental site assessment performed prior to the purchase.

- 856 acres bounded by Coyote Creek (N), Artesian/Mallard Slough (W/SW), WPCP (E) and Zanker Road landfill (S)
- Average depth: 2 feet (range is 0-4')
- Environmental Assessment results showed that
 - Chemical concentrations for all media were below hazardous materials levels.
 - Very thin gypsum layer in pond (<0.5"). The presence of a thick gypsum layer on the pond bottom could prevent the growths of plants needed for pond restoration.
 - Key Finding: Chemical concentrations were consistent with background concentrations found in the Lower South San Francisco Bay
- Completed survey showing exact boundaries of site. Outbound levees are not part of the property.
 - USFWS owns western levee
 - SCVWD owns northern levee
 - CSJ: no maintenance requirements for those levees.

Attachment F
City of San Jose, California
COUNCIL POLICY

TITLE: USE OF SAN JOSE/SANTA CLARA WATER POLLUTION CONTROL PLANT LANDS	<u>PAGE</u>	POLICY NUMBER
	1 of 4	
	EFFECTIVE DATE	REVISED DATE
APPROVED BY Council Action		

BACKGROUND

The San Jose/Santa Clara Water Pollution Control Plant (Plant) is owned jointly by the Cities of San Jose and Santa Clara. The Plant lands, comprising approximately 1760 acres in North San Jose, are administered by the City of San Jose's Environmental Services Department (ESD) on behalf of a joint powers authority. The Plant provides wastewater treatment services to the cities of San Jose, Santa Clara, Milpitas, Campbell, Cupertino, Los Gatos, Monte Sereno and Saratoga and includes the Burbank Sanitary District, Cupertino Sanitation District, Sunol Sanitary District, West Valley Sanitation District and County Sanitation District No. 2-3. The Plant serves approximately 1.32 million residents and a workforce of 700,000² at businesses, including many of the leading computer and electronics manufacturers that comprise "Silicon Valley."

The Plant's lands are comprised of lands used for current Plant facilities, expansion areas, and buffer lands. Buffer lands currently serve not only to buffer adjacent land uses from potential odors and safety hazards (e.g., chlorine and sulfur dioxide) but are used for disposal of recycled water to assist in limiting dry weather flows to the Bay, and to minimize the Plant's impact on salt marsh endangered species habitat.

DEFINITIONS

Plant Lands are defined as the 1760 acres owned by the City as the administering agency for the Plant. They are comprised of land used for current facilities, lands reserved for Plant expansion (including expansion of recycled water facilities) and buffer lands which are further defined below.

Current Facilities:

1. Water Pollution Control Plant: The existing Plant occupies approximately 170 acres of the site. The Plant has a treatment capacity of 167 million gallons per day (mgd) average dry weather influent flow and 271 mgd peak hourly flow capacity. Treatment facilities consist of screening and grit removal, primary sedimentation, secondary (biological nutrient removal) treatment, nitrification, filtration, chlorination, and dechlorination. Effluent designated for recycling is not dechlorinated and additional chlorine is added to meet Title 22 requirements.
2. Residual Solids Management (RSM) Area: This area is presently used for processing residuals which result from sewage treatment, known as biosolids. The area of approximately 750 acres is large enough to accommodate anticipated flow increases. The RSM area includes a regional bomb disposal facility operated by the San Jose Police Department.
3. The Recycled Water Transmission Pump Station (TPS), located on approximately 4 acres, conveys recycled water to customers and maintains adequate pressure in the distribution system.

² Source: ABAG Projections 2000.

TITLE: USE OF SAN JOSE/SANTA CLARA WATER POLLUTION CONTROL PLANT LANDS	PAGE 2 of 4	POLICY NUMBER
---	------------------------	----------------------

At the TPS, vertical turbine pumps are used to pump recycled water to customers in San Jose, Santa Clara and Milpitas via 16-inch and 60-inch transmission lines. Expansion of the TPS will be required if demand for recycled water increases above 50 mgd and when changes in treatment technology necessitate construction of facilities to meet higher water quality requirements.

4. Burrowing Owl Relocation Site: The City entered into an agreement with 3COM Corporation allowing the relocation of burrowing owls from the 3COM development site onto Plant lands. Burrowing owls were relocated in 1997 to an area of approximately 45 acres located near the northwest corner of the Plant property. The owls may be relocated to another acceptable site, if the City is required to put the land to an alternative use.
5. Santa Clara Valley Water District flood control easement³: This 140-acre area is comprised of flood-control project mitigation sites managed by the Santa Clara Valley Water District. The portion of this area directly north of the RSM area is mitigation area for the flood control project, including a managed bird pond, avian research and salt marsh harvest mouse mitigation site. Those portions of the easement lying easterly of the RSM area are forest riparian habitats.
6. Municipal Water System Water Tank: The City of San Jose Municipal Water System operates a water tank on approximately 4 acres on Plant lands near Nortech Drive.

The total area of these current facilities is approximately 1113 acres.

Plant Expansion Area:

Increased flows resulting from General Plan buildout of all tributary agencies pose a challenge to the continued ability of the Plant to meet the requirements of future NPDES permits. This challenge will have to be met by increasing the treatment capacity of the Plant in a timely manner and to ensure discharge to the Bay remains below 120 mgd during the summer. Additional area will be needed for peak wet weather flow capacity and expansion of the TPS. Additional area may also be needed to meet regulatory requirements that necessitate advanced treatment, as well as biological treatment facilities. The actual acreage for Plant expansion is estimated to be 200 acres at this time, directly South of the existing Plant. The actual acreage for water recycling expansion is estimated to be 27 acres, which is needed just East of the Plant expansion area and Zanker Road, and south of the TPS. After consideration of all of the policies related to Buffer Land uses noted below, short-term uses of the expansion area may be appropriate and, in the past have included farming operations and recycled water application.

Buffer Lands:

Buffer Lands are defined as all Plant lands except the current facilities and the expansion area. Buffer Lands comprise approximately 253 acres, and include the former Nine Par Landfill site, which is a closed shallow landfill site, about 35 acres in size, and located north of Los Esteros Road.

These undeveloped lands provide an essential benefit in buffering adjacent land uses from odors and potential safety hazards such as chlorine, sulfur dioxide, and ammonia. Storage of large quantities of chemicals used in the wastewater treatment process can become hazardous. The Plant has prepared a Risk Management Plan⁴ to address potential public safety issues. The most sensitive

³ Agreement between the City of San Jose and the Santa Clara Valley Water District dated November 25, 1986.

⁴ Risk Management Plan dated August 1999.

TITLE: USE OF SAN JOSE/SANTA CLARA WATER POLLUTION CONTROL PLANT LANDS	PAGE 3 of 4	POLICY NUMBER
---	------------------------	----------------------

area for a release is within a 0.2 mile radius from the Plant (Alternative Release Scenario) while the worst case scenario may affect a radius of over 5 miles around the Plant. Prevailing winds make some areas more likely to be sensitive to both odor and safety hazards and the maintenance of buffer zones critical.

Maintenance of flows below 120 mgd currently requires use of Buffer Lands (as well as the Plant expansion area) for recycled water application. The area currently used for recycled water application totals approximately 370 acres. Some Buffer Land areas could provide for dual purpose and accommodate low intensity uses. Current and past Buffer Land uses have included farming, recycled water irrigation, and a horse boarding operation.

PURPOSE

It is the purpose of this policy to establish guidelines for decisions related to potential uses of Plant Lands.

POLICY

It is the policy of the City of San Jose that the highest priority land use for Plant lands is to support present and future operations of the Plant and NPDES permit compliance consistent with the General Plan and the Alviso Master Plan.

The following additional policies apply to Buffer Lands as defined above. In addition these policies also apply to any short term uses proposed for the Plant expansion areas.

1. Buffer Land uses must ensure sufficient buffer for odors and potential toxic releases.

Buffer Land uses must be effective in buffering Plant operations from adjacent land uses. Buffer Land uses that enhance air quality, such as tree planting and landscaping, are encouraged. Public safety concerns dictate land uses that do not result in additional permanent public access, particularly to operational areas of the Plant. Land uses that include controlled public access, access to areas distant from safety concerns, or transient access to include the final adopted Bay Trail, are acceptable. In addition, land uses should be compatible with Plant operations and biosolids management system, and not result in problems such as nuisances, access restrictions for operations staff, or security concerns.

2. Buffer Land uses must support NPDES permit compliance and not constrain the Plant's flexibility to respond to unknown future requirements.

Additional need for treatment or expansion takes precedence over any other potential uses. Land uses should provide flexibility for Plant and Recycled water system expansion beyond the defined expansion area to accommodate future unknown requirements. Therefore, land uses that are unrelated to Plant or Water Recycling Facilities operations, that propose permanent buildings or hardscape should be discouraged. Sale of buffer lands is strongly discouraged in favor of leasing. Land uses should maximize use of recycled water and /or minimize flows to the Plant. Land uses that reduce mass loading of pollutants to the Bay are preferred. This may include land use options that contribute to protecting the water quality of the South Bay, and could potentially be used for pollutant offsets.

3. Buffer Land uses must protect existing biological resources.

TITLE: USE OF SAN JOSE/SANTA CLARA WATER POLLUTION CONTROL PLANT LANDS	<u>PAGE</u> 4 of 4	POLICY NUMBER
---	-------------------------------	----------------------

Existing biological resources include areas with wetlands characteristics, grasslands with burrowing owl habitat, and the Coyote Creek Riparian Corridor. Land uses should not adversely impact state or federally protected species or the habitat that supports them, and ensure habitat diversity. Any landscaping on buffer lands should favor use of native plants and support the Riparian Corridor Policy.

4. Buffer Land uses should provide environmental benefit.

Buffer Land uses that provide direct benefit to habitats that support species of special concern should be given priority. Land uses should be considered that provide overall environmental benefits and regulatory credit. Land uses that do not provide environmental enhancements must be compatible with existing or created habitat on-site and minimize any environmental impacts.

5. Buffer Land uses should encourage public support for Plant land uses consistent with Plant operations.

Buffer Land uses that encourage public support include demonstration projects that provide valuable data necessary for the refinement of larger-scale environmental enhancement projects; land uses that improve aesthetics and quality of life; and land uses that enhance public education, support and understanding of treatment plant operations, and environmental efforts. Land uses that provide environmental and economic benefits to the City and the Tributary Agencies are preferred.

6. Buffer Land uses must be compatible and consistent with the City's General Plan and the Alviso Master Plan.

Buffer Land use is regulated by and directly connected to the City's General Plan and the Alviso Master Plan. Therefore, land uses on buffer lands must be consistent and compatible with the Alviso Master Plan and the City's General Plan. Furthermore, buffer land should be consistent and compatible with other City or regional land use guidance documents, such as the San Francisco Bay Area Wetlands Ecosystem Goals Project and the Council adopted Water Policy Framework.

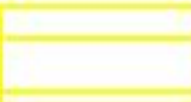

7. Buffer Land uses may be considered that provide "Dual Use" benefits.

Protecting the Buffer Land at the Plant may include consideration for land uses that provide a dual benefit to the City. Dual benefits include maintaining the primary benefits of Buffer Land as described in the policies above, and include secondary benefits, such as providing economic benefits to the City, Tributary Agencies and community.



**San José - Santa Clara Water Pollution Control Plant
and
Salt Pond A18**

Legend

-  Salt Pond A18
-  Water Pollution Control Plant



Source:
May 2004 IKONOS Satellite Image -
City of San José Environmental Services
Department